

APR 4 1980 - 11 40 AM

0-095A036

Date APR 4 1980Fee \$ 10.00Interstate Commerce Commission
Washington, D.C.

Gentlemen:

ICC Washington, D.C.

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and one counterpart of an Amendment Agreement No. 2 dated as of March 15, 1980 which amends, among other things, a Trust Agreement dated as of December 1, 1978.

The original Trust Agreement was filed with the Interstate Commerce Commission on February 16, 1979, and assigned Recordation No. 10116.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Trustee: First Security State Bank
79 South Main Street
Salt Lake City, Utah 84111

Trustor: Borg-Warner Leasing Corporation
Suite 2700, IBM Plaza
Chicago, Illinois 60611

The undersigned is the Trustee under the Trust Agreement and has knowledge of the matters set forth therein.

Please return the original copy of the Amendment Agreement No. 2 to Michael G. McGee, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$100.00 covering the required recording fee.

Very truly yours,

FIRST SECURITY STATE BANK

By

Its

[Signature]
First Officer

RECEIVED
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I.C.C.
FILE OPERATION BR.

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Manufacturer of Equipment:

Portec, Inc.

Description and Mark and
Number of Items of
Equipment:

Type A: 55 fully enclosed, tri-level auto racks with end doors, which shall bear Railroad's rack identifying numbers BN 4781 through BN 4835, both inclusive.

Type B: 47 fully enclosed, bi-level doors, which shall bear Railroad's rack identifying numbers BN 7025 through BN 7071, both inclusive.

Type C: 200 enclosed tri-level auto racks without end doors, which shall bear Railroad's rack identifying numbers BN 4581 through BN 4780, both inclusive.

Maximum Aggregate Purchase
Price of Equipment:

\$11,756,352

Place of Delivery:

Clinton, Illinois or Novi, Michigan

Outside Delivery Date:

December 31, 1979.

SCHEDULE A

AMENDMENT AGREEMENT NO. 2

APR 4 1980 - 11 40 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AGREEMENT NO. 2 dated as of March 15, 1980 between BURLINGTON NORTHERN INC. (the "Lessee"), BORG-WARNER LEASING CORPORATION (the "Trustor"), FIRST SECURITY STATE BANK, not individually but solely as Trustee under Burlington Northern Trust No. 78-6 (the "Lessor"), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity but solely as Trustee (the "Security Trustee") and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, as Trustee of various pension trusts and as agent for various institutional investors (the "Note Purchaser").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into an Equipment Lease dated as of December 1, 1978 (the "Lease") relating to the items of railroad equipment set forth in Schedule A to the Lease (the "Equipment"); and

WHEREAS, the Trustor, the Lessee, the Lessor, the Security Trustee and the Note Purchaser have entered into a Participation Agreement dated as of December 1, 1978 (the "Participation Agreement") and the Trustee and the Security Trustee have entered into a Security Agreement-Trust Deed dated as of December 1, 1978 (the "Security Agreement"), each relating to the Lease and the Equipment; and

WHEREAS, the Lessor and the Lessee have entered into a Purchase Order Assignment dated as of December 1, 1978 (the "Purchase Order Assignment") relating to the Equipment; and

WHEREAS, the Lessor and the Trustor have entered into a Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"); and

WHEREAS, the Lessee, the Lessor, the Trustor, the Security Trustee and the Note Purchaser have entered into an Amendment Agreement No. 1 dated as of December 1, 1979; and

WHEREAS, pursuant to Section 2.3 of the Lease and other agreements of the parties the rentals thereunder are to be adjusted.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The Equipment Lease is hereby amended as follows:
 - (A) By restating SECTION 2.1 as follows:
 - "(a) Interim Rental. For each Item of Equipment, an amount per day (the "Interim Rental") equal to 0.0163802% of the Purchase Price thereof for the period, if any, from and including the Date of Deposit (as set forth in Section 2.2 of the Participation Agreement) on which settlement for such Item of Equipment is consummated to, but not including January 3, 1980 (the "Term Lease Commencement Date"); and
 - (b) Fixed Rental. Subject to the provisions of Section 2.3 hereof, the Lessee agrees to pay the Lessor eighteen (18) consecutive semi-annual installments of rent (the "Fixed Rental") for the Items of Equipment leased hereunder, each payable in arrears in an amount equal to 5.817616% of the Purchase Price (as defined in the Participation Agreement)."
2. The Participation Agreement is hereby amended as follows:
 - (A) By restating the THIRD SENTENCE of SECTION 2.8 as follows:

"The amount of the commitment fee payable on the final Date of Deposit shall include an amount equal to 1/2 of 1% per annum for the period from and including June 1, 1979 to, but not including, such final Date of Deposit and shall be computed upon and payable in respect of the amount by which the \$7,150,000 exceeds the aggregate of all amounts advanced by the purchaser on all Dates of Deposit."
3. By execution hereof, each party hereto acknowledges and confirms its prior consent to the amendments as contemplated hereby.
4. The Lessee will, at the request of the Note Purchaser, the Security Trustee or the Lessor, promptly cause this Amendment to be filed and recorded and deposited in like manner as the the Lease and the Security Agreement.
5. Except as amended hereby and by Amendment Agreement No. 1, the Participation Agreement, the Lease, the Security Agreement and the Purchase Order Assignment shall remain unaltered and in full force and effect in all other respects.
6. This Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original and

in each case such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the date and year first written above.

LESSEE:

BURLINGTON NORTHERN INC.

By R C Butcher
Vice President and Treasurer

TRUSTOR:

BORG-WARNER LEASING CORPORATION

By _____
Its _____

LESSOR:

FIRST SECURITY STATE BANK,
not individually, except as expressly provided herein, but solely as Trustee under Burlington Northern Trust No. 78-6

By _____
Its _____

(CORPORATE SEAL)

ATTEST:

SECURITY TRUSTEE:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Trustee

By _____
Its _____

(CORPORATE SEAL)

ATTEST:

NOTE PURCHASER:

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Trustee of various
pension trusts and as agent for
various institutional investors

By _____
Its _____

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: _____

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

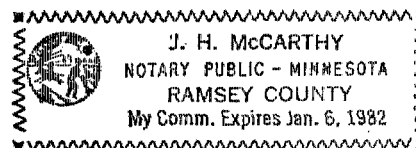
) SS

On this 19th day of March, 1980, before me personally appeared R. C. Burton, Jr., to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy
NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: _____



STATE OF NEW YORK

COUNTY OF

)
) SS
)

On this _____ day of _____, 1980, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this _____ day of _____, 1980, before
me personally appeared _____, to me personally
known, who being by me duly sworn, says that he is the _____
_____ of BORG-WARNER LEASING CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of Directors,
and he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires: _____